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Motorola Mobility, LLC

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

IN RE GOOGLE PLAY STORE ANTITRUST  
LITIGATION

Civil Action No. 3:21-MD-02981-JD

**DECLARATION OF ERIC V.  
CHRISTENSEN IN SUPPORT OF NON-  
PARTY MOTOROLA MOBILITY,  
LLC'S MOTION TO SEAL**

1 I, Eric Christensen, declare as follows:

2 1. I am executive director of software product management and partner management  
3 at Motorola Mobility, LLC (“Motorola”). I have held this position since July 2018. In my current  
4 role, I am responsible for Motorola’s software development, including working with various  
5 software suppliers, one of which is Google LLC (“Google”). I also negotiate commercial contracts  
6 with Google. Based on my work experience, I am familiar with how Motorola handles confidential  
7 business information. Motorola keeps such information confidential to protect itself from potential  
8 competitive and commercial harm.

9 2. I respectfully submit this declaration pursuant to Civil Local Rule 79-5 in support  
10 of Motorola’s motion to seal [Dkt. 810] the nonpublic, highly confidential information in my  
11 deposition testimony, taken on July 18, 2022, and portions of the accompanying exhibit,  
12 Motorola’s Mobile Incentive Agreement with Google LLC (“MIA”), initially dated February 1,  
13 2020, which will be shown to the jury as part of the deposition video. The MIA has been renewed  
14 and is currently still in effect as amended. As detailed below, there are compelling reasons to seal  
15 this highly confidential material.

16 3. On Saturday, November 25, 2023, at 11:33 PM Central, my counsel first received  
17 notice via email sent by Google’s counsel that a portion of my deposition testimony will be  
18 presented in open court on Wednesday, November 29, 2023. This email did not include Epic’s  
19 counter-designations, which is the portion of the transcript that contains the highly confidential  
20 information.

21 4. On Sunday, November 26, at 4:47 PM, my counsel received another email from  
22 Google’s counsel with Epic’s counter-designations of my deposition testimony and  
23 accompanying exhibits, which included the deposition testimony at issue, revealing the payment  
24 amount Motorola negotiated with Google.

25 5. On Monday, November 27, 2023, my counsel reached out to Epic’s counsel and  
26 met and conferred with Epic’s counsel regarding possibly removing the payment amount

1 Motorola negotiated with Google from Epic's counter-designations. Epic's counsel was not  
2 willing to do so.

3 6. I have reviewed the designated pages of my deposition testimony and the  
4 accompanying exhibits. The single financial term that Motorola seeks to seal appears at lines  
5 71:14 and 72:7 of my deposition testimony. Motorola treats this financial term as confidential  
6 and sensitive business information that Motorola never shares publicly and that is limited  
7 internally to only those who need to know. This financial term, which is the payment amount  
8 Motorola negotiated with Google, is heavily negotiated and would be highly valuable  
9 information to Motorola's competitors, which include other non-parties to this litigation. If this  
10 financial term were to be made public, material contract terms will be revealed, harming  
11 Motorola and unfairly advantaging Motorola's competitors in the marketplace.

12 7. Negotiating the terms of the MIA involve details about Motorola's product  
13 portfolio, its mix of premium tier devices, and its market-specific channel strategies globally.  
14 These factors are unique to Motorola and would provide competitors with significant insights  
15 beyond the financial terms in the MIA.

16 8. The MIA, initially dated February 1, 2020, has been amended and extended six  
17 times. The original agreement at issue remains in effect as amended through March 31, 2024.  
18 The amendments do include amendments to the financial term, but the original financial term  
19 negotiated in the base MIA effective February 1, 2020 form the foundation for the subsequently  
20 negotiated amendments. If the original financial term is publicly disclosed, then a competitor  
21 will gain access to sensitive information regarding our negotiations with Google including  
22 insight into Motorola's present financial term, as well as market, channel, and portfolio mix.

9. The chart below summarizes my review of my deposition testimony and the MIA:

Deposition Testimony/Document	Portion to be Sealed	Reason for Sealing
Deposition Testimony of Eric Christensen dated July 18, 2022	Lines 71:14 and 72:7	Contain the confidential, proprietary financial terms of the MIA with Google
The MIA, initially dated February 1, 2020, which has been renewed and is currently still in effect as amended	The confidential, proprietary financial terms of the MIA with Google, which appears at lines 71:14 and 72:7 of Mr. Christensen's deposition	Contains the confidential, proprietary financial terms of the MIA with Google

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct and that this Declaration was executed on November 28, 2023 in Libertyville, Illinois.

/s/ Eric Christensen  
Eric Christensen